

3-21-06

CITY COUNCIL

10. B

CITY OF SANTA CLARA  
WRITTEN PETITION

(Please print information requested below.)

Date: MARCH 3, 2006

I, GARY NIBLOCK, am hereby requesting to be placed on the

Santa Clara City Council Agenda for the following purpose:

REQUEST FOR A STUDY SESSION TO CONSIDER IMPARTIAL  
ARBITRATION FOR PUBLIC SAFETY (POLICE + FIRE ONLY).

PAT NIKOLAI WILL REPRESENT THIS REQUEST AT THE SCHEDULED  
MEETING.

I understand that it is important that I attend the meeting in the event there are any questions the Council wishes to ask me.

Signed: 

NAME: GARY NIBLOCK

ADDRESS: 175 MERRY LN.

Street

APRIS

City

95003

Zip Code

TELEPHONE:\*

831-325-1932

Optional

DATE: 3-3-2006

\*NOTE: This is a public document. If your telephone number is unlisted or if you do not want it to be public, please provide an alternate number where you can be reached.



# City of Santa Clara Firefighters • Local 1171

Post Office Box 1185 • Santa Clara, CA 95052-1185 • (408) 985-1171 • FAX (408) 871-2340

**RECEIVED**

FEB 17 2006

City Clerk's Office  
City of Santa Clara

City of Santa Clara  
Honorable Rod Diridon, City Clerk  
1500 Warburton Avenue  
Santa Clara CA 95050

Dear Mr. Diridon,

February 15, 2006

The City Firefighters and Police Officers, as represented by IAFF Local 1171 (Firefighters) and the Santa Clara Police Officers Association (Police Officers) are seeking council's approval to place a ballot measure on the City ballot for November 2006 that addresses impartial arbitration for fire and police department employee disputes.

Please find attached the language submitted by the Firefighters and the Police Officers that would be amended to the City Charter if the measure is approved by the voters of the City of Santa Clara.

We are requesting that you create an agenda item for the next City Council meeting in order for this issue to be heard, and to allow the Firefighters and POA to ask the council to vote to place the measure on the November 2006 ballot.

Additionally, please provide me with a timeline up to the November 2006 election that would include all deadlines and important dates related to the Police Officers/Firefighters ballot initiative. Any additional information or requirements to expedite this issue that you could provide would be greatly appreciated.

Thank you,

Gary Niblock, President  
Director of Political Affairs  
Santa Clara City Fire Fighters  
IAFF Local 1171  
831-688-4119 (Home)  
831-325-1932 (Mobile)  
831-662-0257 (FAX)  
[g-niblock@charter.net](mailto:g-niblock@charter.net)

**Article XI, Sec. 1109.**

**Impartial Arbitration for Fire and Police Department  
Employee Disputes**

**(a) IMPARTIAL ARBITRATION - DECLARATION OF POLICY.** It is hereby declared to be the policy of the City of Santa Clara that strikes by fire fighters and police officers are not in the public interest and should be prohibited, and that a method should be adopted for peacefully and equitably resolving disputes that might otherwise lead to such strikes.

**(b) PROHIBITION AGAINST STRIKES.** No City of Santa Clara fire fighter or police officer shall wilfully engage in a strike against the City. Any such employee against whom the City brings charges of failing to report for work as part of a strike shall be subject to dismissal from his or her employment in the event the charges are sustained upon conclusion of the proceedings that are required by law for the imposition of disciplinary action upon said employee.

**(c) OBLIGATION TO NEGOTIATE IN GOOD FAITH.** The City of Santa Clara through its duly authorized representatives, shall negotiate in good faith with recognized employee organizations of the City of Santa Clara Fire Department and the City of Santa Clara Police Department on all matters relating to the wages, hours, and other terms and conditions of City employment, including the establishment of procedures for the resolution of grievances concerning the interpretation or application of any negotiated agreement. Unless and until agreement is reached through negotiations between the City of Santa Clara and a recognized employee organization representing Bargaining Unit 1, which includes, but may not necessarily be limited to, the classifications of Firefighter, Driver/Engineer, Fire Captain, Fire Paramedic, Deputy Fire Marshall and Assistant Training Officer, or between the City of Santa Clara and a recognized employee organization representing Bargaining Unit 2, which includes, but may not necessarily be limited to, the classifications of Police Officer, Police Sergeant, Police Lieutenant and Police Recruit, or determinations are made through the arbitration procedure hereinafter provided, no existing benefits or conditions of employment for said fire department or police department employees shall be eliminated or changed.

**(d) IMPASSE RESOLUTION PROCEDURES.** Notwithstanding any other provision in this Charter, all disputes or controversies pertaining to wages, hours, or terms and conditions of employment which remain unresolved after good faith negotiations between the City of Santa Clara and a recognized fire department employee organization or police department employee organization which represents the bargaining unit classifications set forth in subsection 1109(c) above, shall be submitted to a three-member Board of Arbitrators upon the declaration of an impasse by the City or by the recognized employee organization.

Representatives designated by the City of Santa Clara and representatives of the recognized employee organization involved in the dispute shall each appoint one arbitrator to the Board of Arbitrators within three (3) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the two arbitrators selected by the City and the employee organization, and shall serve as the neutral arbitrator and Chairperson of the

Board. In the event that the arbitrators selected by the City and the employee organization cannot agree upon the selection of the third arbitrator within ten (10) days from the date that either party has notified the other that it has declared an impasse, then either party may request the State of California Mediation and Conciliation Service to provide a list of seven (7) persons who are qualified and experienced as labor arbitrators. If the arbitrators selected by the City and the employee organization cannot agree within three (3) days after receipt of such list on one of the seven (7) to act as the third arbitrator, they shall alternately strike names from the list of nominees until one name remains and that person shall then become the third arbitrator and chairperson of the Arbitration Board.

Any arbitration proceeding convened pursuant to this Article shall be conducted in conformance with, subject to, and governed by Title 9 of Part 3 of the California Code of Civil Procedure. The Arbitration Board shall hold public hearings, receive evidence from the parties and cause a transcript of the proceedings to be prepared. The Arbitration Board, in the exercise of its discretion, may meet privately with the parties and mediate or mediate-arb issues in dispute. The Arbitration Board may also adopt such other procedures that are designed to encourage an agreement between the parties, expedite the arbitration hearing process, or reduce the costs of the arbitration process.

At the conclusion of the arbitration hearings, the Arbitration Board shall direct each of the parties to submit, within such time limit as the Arbitration Board may establish, a last offer of settlement on each of the issues in dispute. The Arbitration Board shall decide each issue by majority vote by selecting whichever last offer of settlement on that issue it finds most nearly conforms with those factors traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of public and private employment, including, but not limited to, changes in the average consumer price index for goods and services, the wages, hours, and other terms and conditions of employment of other employees performing similar services, and the financial condition of the City of Santa Clara and its ability to meet the cost of the award.

After reaching a decision, the Arbitration Board shall mail or otherwise deliver a true copy of its decision to the parties. The decision of the Arbitration Board shall not be publicly disclosed and shall not be binding until ten (10) days after it is delivered to the parties. During that ten day period the parties may meet privately, attempt to resolve their differences, and by mutual agreement amend or modify any of the decisions of the Arbitration Board. At the conclusion of the ten (10) day period, which may be extended by mutual agreement between the parties, the decision of the Arbitration Board, incorporating any amendments or modifications agreed to by the parties, shall be publicly disclosed and shall be binding upon the parties. The City of Santa Clara and the recognized employee organization shall take whatever action is necessary to carry out and effectuate the final Arbitration Board award and incorporate any amendments or modifications agreed to by the parties as provided above.

The expenses of any arbitration convened pursuant to this article, including the fee for the services of the Chairperson of the Arbitration Board, shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.